# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:

SAMIA EL-MOSLIMANY,

Debtor

Case No. 18-14820-CMA Chapter 7

DECLARATION OF SAMIA EL-

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Samia El-Moslimany (Debtor) hereby declares under penalty of perjury as follows:

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1. I am the debtor in this case. I make this declaration on my personal knowledge.

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(the "Property"), legally described as Lot 12, Seahurst West, and according to the

2. I am a 50% owner of the real property at 2655 SW 151st PL, Burien, WA 98166

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plat thereof recorded in volume 80 of plats, page 45, records of King County,

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Washington. The Property is my principal residence. My mother, Ann El-

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Moslimany, owns the other 50% interest and also resides in the Property.

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3. I believe the gross value of the Property is \$1,130,000. This is based on my

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knowledge of property values in the immediate neighborhood, and on the fact that the property has about \$110,000 of long-deferred maintenance that would have to

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be done to sell it (such as exterior and interior painting, sheetrock repair,

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installation of a stairway railing, and so forth). An appraisal in November 2010

25 26 put the value of the Property at \$900,000. One-half of the gross value is \$565,000,

but this is without discount for the fact that I own a fractional interest in the property.

- 4. The encumbrances against the Property include the first mortgage to Washington Federal Savings & Loan, in the amount of \$355,436.76 and a second deed of trust in favor of Aziza Alyousef securing a debt in the principal amount of at least \$574,536. In addition, Aziza Alyousef continues to advance funds to me for living and litigation expenses.
- 5. Aziza Alyousef is a friend of mine. We have both been active in, and prosecuted for, our activities relating to women's rights in Saudi Arabia. Whereas I was arrested and temporarily detained for driving, Aziza was imprisoned for eleven months.
- 6. Because of our friendship and mutual interest in women's rights, Aziza began to assist me with loans to meet my expenses. These expenses included but were not limited to:
  - a. Legal defense expenses (not all, but some) for Hayat Sindi litigation against me in Saudi Arabia and the United States.
  - b. Legal prosecution expenses for a domestic violence case in Saudi Arabia I brought against my husband, in which I prevailed.
  - c. Islamic divorce and spousal support court expenses
  - d. Living and travel expenses (not all).
  - e. Some medical expenses for my mother who fell ill with cancer in June 2016
  - f. Payoffs of a few of my creditors in Saudi Arabia
  - g. Business expenses for my photography studio, including rent and operating expenses
  - h. Payroll debts to some my studio employees
  - i. Expenses related to an attempt to establish a branch of my studio in Riyadh
- 8. Aziza has loaned me least \$574,536 (SAR 2,154,511). The bulk of this debt

is documented by three promissory notes, one made at the Saudi Ministry of Justice for the amount of SAR 1,300,000 (this Note also exists in an English version for the equivalent amount of US \$346,666. Both the Arabic and English versions of these notes are dated September 1, 2016). That first promissory note secures future loans as well. There is a second promissory note in the amount of \$100,000 dated May 28, 2017, and a third for the amount of SAR 100,000 (\$26,666) dated July 25, 2019. The three promissory notes are attached hereto as EXHIBIT A.

- 9. As set forth above, Aziza has loaned me \$574,537, of which \$472,847 is reflected by written notes. In addition, she loaned me at least \$25,000 in cash, and \$76,690 by wire transfer. EXHIBIT B shows wire transfers to my account and sometimes to the account of my daughter because my bank accounts had been frozen in Saudi Arabia and the US (I still do not know why Key Bank froze my account. My accounts in Saudi Arabia were frozen by the Saudi government due to litigation I am in). Aziza also helped to pay my attorney's fees. Attached is a wire transfer to my attorney Don Bailey's trust account in the amount of \$12,000 EXHIBIT C.
- 10. I am a dual U.S. Saudi citizen. I have been in Saudi Arabia for much of the post-petition period, attending to business and litigation there, and serving a short jail sentence as a result of revealing Sindi's extramarital relationship with my husband (although my statements were true, truth is no defense to defamation in Saudi Arabia, and one can be jailed for defamation). The litigation has made communicating with counsel and assembling documents more difficult than usual, justifying additional time to respond. Because of my legal troubles in Saudi Arabia, my bank accounts there were frozen. It has been extremely difficult for me to gather the bank records.

- 11. As additional evidence that Aziza's loans to me are real, I point out that for several years, I have had no income. Yet, until I filed bankruptcy, I kept up my mortgage payments (which were paid in cash for an entire year) and I have paid all my Saudi legal fees, large amounts for my Boston attorneys, my frequent international travel, and utilities and living expenses. The only source of funds for these expenses was loans from friends and family, chiefly Aziza.
- 12. To give Aziza security for the loans she had made, and would make in the future, my mother and I granted her a deed of trust that was recorded on November 7, 2016 under recording number 20161107000004. The deed of trust covers the promissory notes described above, and future advances.

Declared under penalty of perjury under the laws of the State of Washington and the United States of America, this 2nd day of August, 2019, in Seattle, King County, Washington.

Samia El-Moslimany

# فنتم لالك الأعمر الأحيم

## Exhibit A



الملك العين السعودية وذارة العذل [ ٢٧٧]

كتابة العدل الثانية بالرياض

إقرار بدين

الحمد لله وحده والصلاة والسلام على من لا نبي يعده ، ويعد : فقدي أنا الطيب بن عبدالله السحيبائي رئيس كتابة العثل الثانية بالرياض

حضر بالأوصاف المعتبرة شرعاً كلا من:

١- الطرف الاول (الدائن) عزيزه بنت محمد بن عيدالعزيز يوسف سعودية الجنسية بموجب سجل مدني رقم

١- الطرف الثاني (العدين) ساميه محمد احمد المسلماني سعودية الجنسية بموجب سجل مدني رقم ١٩٢٥٠٤٠٠٤ و١٩٣١

١- عبدالعزيز همد عيدالله الصالح سعودي الجنسية بموجب سجل مدنى رقم ١٠٩٣٨٣١٦١ ١٠

وقد تم الاقرار بالدين كما يلي:

نوع الدين مثلي ومقداره: ١٠٣٠٠٠٠٠ مثيون وثلاثمانة الف ريال على نفعات ابتداءً من تاريخ ٢٤٣١/١/٠٠ سبب الدين : قرض حسن نمساعاتها في عملها النجاري ودفع اجره محاسين بسبب قضايا مرفوعه عليها ولمساعدتها على المعيشة بعد انفصالها من زوجها

وقت حلوله : لا أشترط عليها وقت محدد متى ما توفر المبلغ يتم التسديد

كيفية سداده : على دفعات او تعديده كامل

وقد أقر المدين بإستلام الدين المنكور و التزم بالسداد وقت حلول الدين

وعليه جرى التصديق والتوقيع تحريراً في ١٤٣٧/١١/٢٩ هـ وصلى الله وسلم على نبينا محمد واله وصحبه اجمعين .

رنوس كتابة العدل

لخلم الرسمي

الطيب بن عيدالله المحيياتي

عدلهزيز غرلصالح

6730 0.X2

Por UM Many

سودج رقم (۱۳ - ۲۰ - ۱۰)

( هذا التعوذج محصحر للاستجدام بالحاسب الآني ويعنع تعليفه )

مصلحة مطابع المكومة - ٢٧٢٨٢٦

#### **PROMISSORY NOTE**

September	_l, 2016,
Seattle, Wa	shinaton

Page 1 of

FOR VALUE RECEIVED, Samia El-Mostimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of THREE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED AND SIXTY-SIX DOLLARS US (\$346,666.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below.

Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms, than the previously executed Promissory Note (Ministry of Justice, Saudi Arabia, Document #37163750, 29/11/1437 Hijra), entered into between the Parties. This Promissory Note is attached hereto as EXHIBIT "A" for reference.

 PAYMENT PLACE. Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

> P.O. Box 54301 Riyadh 11415 Saudi Arabia

- 2. MATURITY. The date of Maturity shall be the final day of the three hundred and sixtieth (360) month, or thirty (30) years, running from the above-referenced date of execution of this Note.
- 3. WAIVERS. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.
- 4. GIVING OF NOTICES. Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first-class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first-class mail to Lender at the address stated above or at a different address if Borrower is provided written notice of that address.

- 5. OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated pursuant to the terms of this Note. Any person, who takes over these obligations, including the obligations of a guarantor surety or endorser of this Note, is also obligated perform pursuant to all terms contained in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.
- CHOICE OF LAW. This Note shall be governed and enforceable pursuant to the applicable laws of the State of Washington.
- 7. SECURITY. This Note shall be security by a Deed of Trust, recorded against the following property:

LOT 12 OF SEAHURST-WEST, AS PER PLAT RECORDED IN VOLUME 80 OF PLATS, PAGE 45, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.

8. TERMINATION UPON DEATH. Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

## **Promissory Note**

Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

Dated this <u>o 2</u> day of September, 2016.

BORROWER:

LENDER:

Samia El-Moslimany

Aziza M. Yousef

Kingdom of Saudi Arabia

City of Riyadh

Embassy of the United State of America

Before me, the undersigned Notary Public in and for said city and country, did personally appear Aziza M. Yousef (Lender) and signed this Promissory Note as her free and voluntary act and deed.

NOTARY PÚBLIC

Kimberly Gudenkauf

Gong Jan Saston (19-Embassy of the United Clates of America

Nage 4 of A

BORROWER:

Samia El-Moslimany

STATE OF WASHINGTON

Before me, the undersigned Notary Public in and for said state and county, did personally appear Samia El-Moslimany (Borrower) and signed this Promissory Note as

11/15/2016

her free and voluntary act and deed.

NOTARY PUBLIC

AUBLIC OF WASHING

#### **PROMISSORY NOTE**

May 28, 2017 Riyadh, Saudi Arabia Page 1 of 3

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of ONE HUNDRED THOUSAND DOLLARS US (\$100,000.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below.

Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms in a Promissory Note to be executed in Riyadh, Saudi Arabia by the Ministry of Justice, Saudi Arabia,

1. PAYMENT PLACE. Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

P.O. Box 54301 Riyadh 11415 Saudi Arabia

- 2. MATURITY. The date of Maturity shall be the final day of the three hundred and sixtieth (360) month, or thirty (30) years, running from the above-referenced date of execution of this Note.
- 3. WAIVERS. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.
- 4. GIVING OF NOTICES. Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first-class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Promissory Note Page 2 of 3

Any notice that must be given to Lender under this Note will be given by first-class mail to Lender at the address stated above or at a different address if Borrower is provided written notice of that address.

- 5. OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated pursuant to the terms of this Note. Any person, who takes over these obligations, including the obligations of a guarantor surety or endorser of this Note, is also obligated perform pursuant to all terms contained in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.
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Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

Promissory Note Page 3 of 3

Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

Dated this 28th Day of May, 2017.

**BORROWER:** 

LENDER:

Samia El-Moslimany

Aziza M. Yousef

#### **PROMISSORY NOTE**

July 25, 2019 Riyadh, Saudi Arabia Page 1 of 3

FOR VALUE RECEIVED, Samia El-Moslimany, a married person, (hereinafter "Borrower"), currently residing at 2655 SW 151 Place, Burien, Washington 98166, promises to pay to the order of the Aziza M. Yousef (hereinafter "Lender") the sum of ONE HUNDRED THOUSAND SAUDI ARABIAN RIYALS (SAR100,000.00) with ZERO (0%) interest per annum accruing on the unpaid principal, unless changed by subsequent mutual agreement of both parties in writing. All outstanding amounts are due and owing in full on or before the date of Maturity as set forth in Provision 2, below. Borrower and Lender acknowledge that they execute the instant Note with the intent that it supplements and sets forth additional, more detailed terms in a Promissory Note to be executed in Riyadh, Saudi Arabia by the Ministry of Justice, Saudi Arabia,

1. PAYMENT PLACE. Payment shall be made to Lender at her place of residence or at such other place as Lender may designate in writing by notice to Borrower. Payment shall be submitted to the following address:

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Promissory Note Page 2 of 3

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SITUATE IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 2655 SW 151 Place, Burien, Washington 98166.

**8. TERMINATION UPON DEATH.** Lender and Borrower expressly agree that this agreement, and all rights and duties pursuant hereto, immediately terminates upon the death of either party and is non-transferrable to the heirs, beneficiaries or assignees of either party.

Borrower and Lender each acknowledge that they execute this Note as a principal and not as a surety.

Promissory Note Page 3 of 3

Principal and interest (if any) shall be payable in lawful money of the United States.

If legal action must be instituted to enforce any terms of this Note, the prevailing party agrees to pay such sum as the court may fix toward reasonable attorney's fees.

Dated this 25th Day of July, 2019.

**BORROWER:** 

1 1.

Samia El-Moslimany

Aziza M. Yousef

LENDER:





### Internet Copy

## Exhibit B

## **ANB Net Transaction Receipt**

Sir/Madam: SARA A. S. ALHAIDAR **Account Number:**0108064878950011

#### **Transaction Details**

Transaction Reference Number 1731306668 Transaction Type: Utility Bill Payment Transaction Date & Time:28/09/2017 From Account/Credit Card: 0108064878950011 Payment Type:Post Paid

## **Utility Bill Details**

Company: Saudi Post Subscriber Number233405331 Amount Due: 280.00 Bill Due Date: 04/08/2017

### Financial Details

Amount Paid: 280.00

Toll Free (in KSA):	8001244040
Outside KSA:	00966112994040

Electronic Transaction Confirmation (Does not require a signature).

arab national bank Saudi Stock Co. Paid up Capital S.R.10000 Million البنفوع ١٠٠٠٠مليون ريال P. O. Box 56921, Riyadh 11564 - Kingdom of Saudi Arabia Tel +966 11 402 9000 Fax +966 11 402 7747

ص.ب ٥٦٩٢١، الرياض ١١٥٦٤ - الملكة العربية السعودية تلفون ۹٦٦١١٤٠٢٩٠٠٠ فاكس ٩٩٦٦١١٤٠٢٩٠٠





### Internet Copy

## **ANB Net Transaction Receipt**

Sir/Madam: SARA A. S. ALHAIDAR **Account Number:**0108064878950011

#### **Transaction Details**

Transaction Reference Number 1731306669 Transaction Type: Utility Bill Payment Transaction Date & Time:28/09/2017 From Account/Credit Card: 0108064878950011 Payment Type:Post Paid

### **Utility Bill Details**

Company:STC Subscriber Number00102561287 Amount Due:454.28 Bill Due Date:30/09/2017

### Financial Details

Amount Paid: 454.28

Toll Free (in KSA):	8001244040
Outside KSA:	00966112994040

Electronic Transaction Confirmation (Does not require a signature).

arab national bank Saudi Stock Co. Paid up Capital S.R.10000 Million البنفوع ١٠٠٠٠مليون ريال P. O. Box 56921, Riyadh 11564 - Kingdom of Saudi Arabia Tel +966 11 402 9000 Fax +966 11 402 7747

ص.ب ٥٦٩٢١، الرياض ١١٥٦٤ – الملكة العربية السعودية تلفون ۹٦٦١١٤٠٢٩٠٠٠ فاكس ٩٩٦٦١١٤٠٢٩٠٠



Back

# ىىامبا 🕲 samba



Account No	****1831
Reference No	0669245
Туре	International Transfer -Net
Amount	8,634.66
Date	13-03-2019
Channel	SambaOnline
Remarks	TRANSFER OF USD 2300 @ 3.7542000 IN FAVOUR OF: RILLA ELLA USMAN AL HADDAR A/C :









BANK : SOUND

1102942826

**CREDIT UNION** 

0500300725609.

UNDER OUR REF







# سامبا 🕲 samba



From Currency	SAR
To Account	1102942826
To Currency	USD
Beneficiary Name	RILLA ELLA USMAN AL- HADDAR
Beneficiary Address	PO BOX 367 SEAHURST, WA USA
Bank Name	SOUND CREDIT UNION
FX Rate	3.7542000
Destination Amount	USD 5,300.00
Fees	SAR 50.00
VAT	SAR 2.50
Total Amount to be Debited	SAR 19,949.76













Back

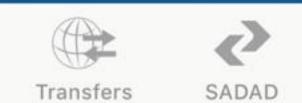
# سامبا 🕲 samba

Logout

# **Transaction Details**

Account No	****1831
Reference No	0669245
Туре	International Transfer -Net
Amount	10,887.18
Date	13-04-2019
Channel	SambaOnline
Remarks	TRANSFER OF USD 2900 @ 3.7542000 IN FAVOUR OF: RILLA ELLA USMAN AL HADDAR A/C : 1102942826 BANK : SOUND CREDIT UNION UNDER OUR REF 0500301036520.













Back

# ىسامبا 🕲 samba

Logout

# **Transaction Details**

Account No	****1831
Reference No	0669245
Туре	International Transfer -Net
Amount	10,887.18
Date	13-04-2019
Channel	SambaOnline
Remarks	TRANSFER OF USD 2900 @ 3.7542000 IN FAVOUR OF: RILLA ELLA USMAN AL HADDAR A/C : 1102942826 BANK : SOUND



Case 18-14820-CMA







**CREDIT UNION** 

UNDER OUR REF

0500301036520.



# حوالات محلية



ت مفظ 🖤



تمت عملية التحويل للمستفيد بنجاح



# تفاصيل التحويل

0040-80066314-001 من حساب

SAMIA ELMOSLIMANY المستفيد

SAMIA ELMOSLIMANY الإسم

اسم البنك مجموعة سامبا المالية

رقم الحساب الدولي

SA3540000000000124502474 - SAR

100,000.00 ريال سعودي المبلغ

2.50 ريال سعودي - 01/08/2019 الرسوم

0.13 ريال سعودي قيمة الضريبة المضافة

شخصي الفئة

الأهل والأقارب/ الأصدقاء الغرض

وقت التحويل فوري

للصفحة البؤر











Currency alogue Amount & Licil Please Issue:  Sane Transfer  Contract Currency alogue Amount & Licil Please Issue:  Sane Transfer  Contract Currency alogue Amount & Licil Please Issue:  Sane Transfer  Contract Currency alogue Amount & Licil Please Issue:  Sane Transfer  Contract Currency Amount in words  Amount in words  Contract Currency Amount Insufer  Apaints Payment By:  Sana Aguine  Apaints Payment By:  Sana Aguine  Contract V Name  Beneficiary's Bank  Contract V Name  Beneficiary's Bank  Swift code  Country Amount Currency Amount Currency Bank  Swift code  Country		0			
Amount in words  Same Transfer  Draft  Account to account transfer  Against Payment By:  Check No.  Remittance Details  Beneficiary's Ban No.  Remittance Details  Beneficiary's Ban No.  Semittance Details  Swift code  Swift code  Semittance Details  Swift code  Swift code  Swift code  Semittance Details  Swift code  Swi	ad Ladies Fr	Northern Ring Roa	~ ·	التاريخ، ٢٥١٦)	-304
Against Payment By: (Application Account transfer Account transfer Account to account transfer Account trans			Same Transfer	Amount المبلخ	العملة Currency
Against Payment By:    Check No.   Remittance Details	- شيك مصرفان	010 001 -0	Draft  Telex Transfer	2.000 *	USE
Against Payment By:    Check No.   Check N			Account to account tra		
Remittance Details  Beneficiary's IRAN No  Be				asand and	welve the
Beneficiary's BAN No:    Committee   Commi	🗆 بواسطة شيك رقم	2718371		1 della or	10/100 W
Beneficiary's IBAN No : שביי של היים	ت منهند علی دسان رمیم			- M	
Beneficiary's Name:    Description   Switt code   Description   Switter   Switter				Remit tance Details	
Tel. No. # Country   Sample	الرقم العالمن للحسان المصرة	عن:			Beneficiary's IBAN No
Tel. No. # Country   Sample				03633311	4111111
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Purpose of transfer  Purpose of Remittance  Purpose of			elative عاظله/اعاراط Frien	neficiary Self 🗌 منحصر Family/	Your Relationship with
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Exhibit C